

**CONTRACT PERIOD THROUGH JUNE 30, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **JUVENILE DEPENDENCY/SEVERANCE ATTORNEY SERVICES  
OCC II (NIGP 96149)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 24, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/mm  
Attach

Copy to: Clerk of the Board  
Sheri Zedek, Office of Contract Counsel  
Sharon Tohtsoni, Materials Management



**Memo to:** All Contract Counsel Attorneys; Prospective Contract Attorneys  
**From:** Stan Fisher, Senior Procurement Consultant, Maricopa County  
**Date:** March 4, 2002  
**Re:** SOLICITATION FOR 2004 CONTRACT YEAR

Attached is an application and contract package (Serial 03055-ROQ) for Juvenile Dependency/Severance service area for a 2002/2004 Indigent Representation contract. This is an eleven (11) month contract with options for up to five (5) renewal years, at the County's option.

Completing an application is not a commitment that you will accept a contract if it is offered. **However, it is a requirement if you wish to be considered for a contract.** Maricopa County reserves the right to add contractors to this contract as required to meet County requirements.

Please complete the application form, **sign it where indicated**, and **attach a professional writing sample that you personally drafted and a business plan that outlines your ability and availability to perform the contract(s) applied for.**

**Your application shall be delivered in a *sealed envelope*, and shall be clearly identified with the serial number *and* the title of this solicitation.** You must submit one (1) "original" identified as such and five (5) "copies" of the application and all materials requested for consideration. Applications that do not include all required documents and/or information shall be determined to be non-responsible and **will not be considered for contract award.** Submit your application packet to:

Stan Fisher  
Maricopa County, Materials Management  
320 W. Lincoln Street  
Phoenix, Arizona 85003

***To be eligible for award, you are required to be a "registered vendor" with Maricopa County. To make arrangements for registration, you may call (602)-506-8718 or (602) 506-3967. Vendor registration and your application must be in agreement. If your application is not in complete agreement, it is the responsibility of the applicant to request the necessary changes, by calling the numbers listed in this section.***

**The application deadline is Thursday, June 19, 2003, 2:00 PM.**

If you have any questions about the application process, you can contact me at (602) 506-3274.

## SECTION I GENERAL PROVISIONS

### 1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings, unless the context requires otherwise:

- A. Board of Supervisors means Maricopa County Board of Supervisors.
- B. Billable Time means time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses and other work required to be done to effectively represent the Client. Billable time does not include, for example, the following:
  - 1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
  - 2. support services or overhead items that are compensated through Contractor's Contract Rate, such as secretarial services, typing or copying; or
  - 3. activity that does not substantially advance the Client's case, such as waiting for meetings, unanswered telephone calls, leaving a voice mail message, or setting up a meeting or conference.
- C. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- D. Contract means this document and all attachments hereto.
- E. Contract Administrator means the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OCC.
- F. Contract Attorney means an attorney, other than Contractor, who receives compensation pursuant to a contract for legal representation through OCC.
- G. Contractor means the person listed on the Cover Page of the Contract.
- H. County means Maricopa County and is synonymous with OCC.
- I. Credit is one assignment required by the base compensation as provided in Section III, Compensation, of the Contract.
- J. Excess compensation means the calculation of credits beyond those described in a contract and which is made at a time deemed suitable of the Contract Administrator.
- K. Fiscal Year is coterminous with the County's fiscal year, which is comprised of the 12 consecutive months from July 1 to June 30.
- L. OCC means the Office of Contract Counsel and is synonymous with County.
- M. Parties or Party mean OCC, the County and Contractor, as the context requires.
- N. Reimbursable Expenses means expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. "Reimbursable expenses" does not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County (4) expenses for stationery or supplies; (5) or other items that are an ordinary cost of doing business. Including, but not limited to, the transcription of interviews conducted by the contractor or any other person.
- O. Representation means the services that Contractor provides to a Client in a specific legal matter.
- P. Trial means participation in a court hearing at which jeopardy has attached, witnesses are sworn, and testimony is taken. A trial day is 3.5 or more hours of trial time; a half-day is less than 3.5 hours.

**2. TERM**

The **Contract begins on August 1, 2003 (the "Commencement Date") and expires on June 30, 2004**, unless extended, amended or terminated consistent with the provisions of the Contract.

**3. RIGHT TO EXTEND CONTRACT**

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of five (5) additional one-year periods. Contractor shall be notified in writing by OCC of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

**4. DEFAULT, SUSPENSION AND TERMINATION**

- A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor's failure to perform, or upon the occurrence of an event that may cause or result in Contractor's failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract.
- B. The County may terminate the Contract as follows:
  - 1. No Cause. Upon thirty days written notice to Contractor.
  - 2. For Cause. Immediately upon written notice to Contractor.
- C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator.

**5. NON-EXCLUSIVE STATUS**

OCC may provide the same or similar professional services through persons or firms other than Contractor.

**6. CONTRACTOR'S DUTIES**

- A. Effective Representation. Contractor shall provide effective legal representation of the Client, including but not limited to the following:
  - 1. contacting the Client concerning the Representation within 48 hours of notice of appointment;
  - 2. maintaining contact with the Client until the Representation is terminated;
  - 3. using reasonable diligence in notifying the Client of necessary court appearances, including any court action that arises out of the Client's non-appearance; and
  - 4. conducting such interviews and investigation as appropriate to the matter.
- B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the Representation under the Arizona Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to return any payment for the Representation.
- D. Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the Representation. The County will not compensate Contractor for services rendered after termination or expiration of the Contract.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from Representation for any failure of performance relating to the Representation, Contractor shall reimburse the County for any

payment made to Contractor relating to the Representation and provide a written explanation of the failure of performance.

- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the Representation, Contractor may not represent the Client for a fee arising out of that Representation without prior written approval of the Contract Administrator.
- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorneys' fees or damages, in any matter that relates to or arises out of a pending assignment or Representation, other than compensation as specified in the Contract.
- H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the Representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County, all records and accounts relating to the work performed or the services provided under the Contract, except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors, subcontractors and staff, and carefully plan and perform work accordingly. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any Contract Attorney or their staffs.  
  
***In addition, all contractors shall have either a pager or cellular phone available at all times in the event that the Office of Contract Counsel needs to make contact with the contractor.***
- J. Vacation Days. Contractor may designate 10 days during the term ("Vacation Days") for which no appointments will be accepted; provided, however, that the last 10 days of the contract term may not be designated as Vacation Days unless Contractor has received the total number of assignments authorized pursuant to the Contract. Contractor shall facilitate the orderly scheduling of cases by notifying OCC, in writing, at least 14 days prior to invoking this provision.
- K. Substitute Performance. This is a personal service contract between Contractor and the County. Contractor may substitute a performance only a) through a conflict-free Contract Attorney or b) with the written consent of the Contract Administrator. Contractor shall provide a substitute performance in the event Contractor is ill, on approved vacation, or otherwise unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- L. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, service of process, (other than local service), court transcript fees and other expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. OCC will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business, including, but not limited to, long distance telephone calls unless approved in advance by the Contract Administrator as an extraordinary expense.
- M. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OCC shall appoint an investigator, if appropriate, from a group of contracted investigators and approve a specific maximum number of billable hours to be expended by the investigator on the case. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC.
- N. Appointment of Interpreters. Court Interpreters will be used for non-English-speaking Clients as reasonable and necessary for all court proceedings and out-of-court matters.
- O. Requests for Court Authorization. Any request made of any Court for any order directing any action by OCC or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Procedure regarding notice of motions.

- P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys.

**7. AVAILABILITY OF FUNDS**

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year, on June 30 of each year, is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that said budget item will be actually adopted, the approval of expenditures being the province of the County Board of Supervisors at the time of the adoption of the budget.

**8. INDEPENDENT CONTRACTOR**

- A. Contractor's relationship to the County shall be as an independent contractor and not employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture Contract, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities.

**9. RIGHTS IN DATA**

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

**10. MALPRACTICE INSURANCE**

- A. Contractor will provide to the Contract Administrator a declarations page for a current certificate of insurance for errors and omissions coverage in an amount not less than \$100,000/\$300,000. Insurance must remain in force during the term of the Contract. In the event Contractor's insurance is terminated, Contractor shall immediately notify the Contract Administrator. Failure to provide proof of malpractice coverage during any period of the contract shall result in its termination. Proof of malpractice coverage is due on the first day of the second month of the effective date of the contract.
- B. Contractor shall not be entitled to coverage or costs of defense from County or its Self-Insurance Trust from liability or other claims arising from Contractor's performance under the Contract.
- C. Contractor agrees to indemnify the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

**11. AMENDMENTS**

All amendments to the Contract must be in writing and signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

**12. STRICT COMPLIANCE**

Acceptance by OCC of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

**13. LAWS, RULES AND REGULATIONS**

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

**14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Contractor in the performance of the Contract will not discriminate against any employee based on race, religion, sex, national origin, or disability.

**15. RETENTION AND ADEQUACY OF RECORDS**

Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, State or Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.

**16. AUDIT AND AUDIT DISALLOWANCES**

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OCC shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

**17. DISPUTES**

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the Maricopa County Procurement Code, Section MC1-906.

**18. WAIVER OF CLAIMS**

- A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.
- B. Contractor's obligations under this section shall survive the termination or expiration of the Contract.
- C. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:
  - 1. County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys;
  - 2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys; and
  - 3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys.
- D. This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

**19. GOVERNING LAWS**

The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court of the State of Arizona.

**20. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS**

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

**21. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

**22. NOTICE**

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by telecopier; or
- C. three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage-prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

**23. RULES OF CONSTRUCTION**

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.



**MARICOPA COUNTY**

## Application for Indigent Representation Contract

Please complete and supply with a business plan and writing sample for the type of contract for which you are applying. ***This application is for the Juvenile Dependency/Severance contract(s).***

Juvenile Dependency/Severance \_\_\_\_\_ (post the number of contracts you are applying for here)

Indicate SEF/Durango (***circle one (1) location or both, which you are willing to provide services to.***)

**NOTE:** Multiple contracts **may be** available for this type of contract. **Please indicate the number of contracts you wish to apply for on the line above.**

1. Full name: \_\_\_\_\_ Soc. sec. # \_\_\_\_\_

2. Are you a currently licensed to practice law in Arizona? \_\_\_\_\_ State Bar #: \_\_\_\_\_

3. Firm name: \_\_\_\_\_ Firm tax I.D. \_\_\_\_\_

Please list your partners and associates: \_\_\_\_\_

4. Business address: \_\_\_\_\_

5. Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

6. Home Phone: \_\_\_\_\_ Pager/Cell Phone: \_\_\_\_\_

7. In what languages are you fluent? \_\_\_\_\_

8. Law Schools attended, with dates and degree: \_\_\_\_\_

Colleges attended, with dates and degrees: \_\_\_\_\_

9. Bar admissions and dates: \_\_\_\_\_

10. Have you ever been denied admission to the Bar of any state? If so, please explain. \_\_\_\_\_

11. Please describe chronologically your law practice and experience since your graduation from law school: \_\_\_\_\_

12. Total Years of Arizona legal experience \_\_\_\_\_

13. List memberships and activities in professional organizations, including offices held: \_\_\_\_\_

14. Describe the nature of your law practice and any specialties in which you have been certified by the Arizona State Bar: \_\_\_\_\_
- \_\_\_\_\_
- a. What percentage of your practice consists of litigation in:
- Civil \_\_\_\_\_ Criminal/Delinquency \_\_\_\_\_ Probate \_\_\_\_\_ Mental Health \_\_\_\_\_
- b. What percentage of your court appearances are in:
- Federal Court \_\_\_\_\_ Superior Court \_\_\_\_\_ Justice Courts \_\_\_\_\_ City Courts \_\_\_\_\_
- c. In the last 3 years:
- How many juries have you tried to verdict? \_\_\_\_\_
- How many trials to the Court? \_\_\_\_\_
- How many appeals have you written and argued? \_\_\_\_\_
15. A.) Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction? If so, provide details, including date and resolution:
- \_\_\_\_\_
- \_\_\_\_\_
- B.) List, describe and provide the dates of any sanctions imposed upon you by any court for violation of any rule or procedure or for any other impropriety:
- \_\_\_\_\_
- \_\_\_\_\_
16. List the names and telephone numbers of three persons who are in a position to comment on your qualifications (Include, and identify as such, one or more professional adversary from the past year):
- \_\_\_\_\_
- \_\_\_\_\_
17. Have you previously held a Maricopa County contract? When? \_\_\_\_\_
18. What other public contracts do you currently hold, or will you seek in FY 2004? (If Maricopa County awards you a contract, you will be required to maintain a current statement of other contracts simultaneously held):
- \_\_\_\_\_
- \_\_\_\_\_
19. List your 3 most recent CLE courses \_\_\_\_\_
20. State any other information you regard as pertinent to this application: \_\_\_\_\_

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

**Please attach a business plan and one professional writing sample that you personally drafted.**

## SECTION II WORK STATEMENT

### 1. EFFECT

This Work Statement shall control over any conflict with the General Provisions or Consideration sections of this contract.

### 2. DUTIES

In addition to the duties specified in Section I, Contractor shall provide legal services, as assigned, to juveniles, parents or other parties in dependency and severance proceedings in the Juvenile Court of Maricopa County. Contractor also shall serve as *guardian ad litem*, as assigned (the "GAL Assignment"), to juveniles, parents and other parties in dependency, severance, delinquency, criminal, civil, domestic relations and probate cases in the Juvenile and Superior Courts of Maricopa County.

Contractor shall accept all case assignments whether the client is a parent or child unless ethically constrained from accepting the assignment.

### 3. DEPENDENCY AND SEVERANCE MATTERS; MODEL COURT

This contract consolidates Dependency and Severance matters pursuant to the court model adopted by the Maricopa County Juvenile Court in 1999 ("Model Court"). Model Court allows dependency matters to progress to severance within the same case. Contractor shall follow these cases through to conclusion.

### 4. CERTIFIED MATTERS

- A. Parent Certification. Contractor will certify at the beginning of each contract year by name and case number each matter in which Contractor is *guardian ad litem* or counsel that meets all of the following criteria:
  - 1. Contractor's Client is a parent whose children have been found to be dependent; and
  - 2. The Court has scheduled a report and review in the matter; and
  - 3. The Contractor must continue the representation with respect to the matter.
- B. Child Certification. Contractor will certify at the beginning of each contract year by name and case number each matter in which Contractor is *guardian ad litem* or counsel that meets all of the following criteria:
  - 1. All children whom Contractor represents have been found to be dependent as to all parents of the children; and
  - 2. The Court has scheduled a report and review in the matter; and
  - 3. The Contractor must continue the representation with respect to the matter.

### 5. APPELLATE MATTERS

- A. Contractor may file a Notice of Appeal when Client requests to appeal.
- B. Contractor may litigate the appeal only if OCC has authorized Contractor, in writing, to perform appellate matters. The written authorization shall be attached as an exhibit to this contract.
- C. If OCC has not approved Contractor to perform appellate matters, OCC shall transfer the appeal to a Contractor whom OCC has approved to handle such matters. Contractor shall resume the representation if the appeal is remanded for further proceedings.

**6. EXCESS ASSIGNMENTS**

OCC may, in its sole discretion, make 10 additional assignments ("Excess Assignments"), **per contract year**, to Contractor. OCC shall pay Contractor for each excess assignment in accordance with Section III, Compensation, of the Contract. Contractor shall accept all Excess Assignments unless ethically constrained from doing so.

**7. DE MINIMUS REPRESENTATION; TERMINATION BY COURT**

OCC shall not credit or pay Contractor in any matter in which the following apply:

- A. The Court has terminated Contractor's representation of the Client;
- B. The Court has requested OCC to substitute an OCC Contractor; and
- C. Contractor has expended less than 8 billable hours in the matter.

**8. NO HOURLY BILLING AFTER ASSIGNMENT**

Upon appointment, Contractor shall cease any hourly billing for that representation, including but not limited to any appeal to the Arizona Court of Appeal or Supreme Court.

**9. DESIGNATED LOCATION; CHANGES AND TRANSFERS**

Contractor may be assigned cases at the location for which Contractor has indicated a preference (the "Designated Location"). Contractor's duties shall continue with respect to any matter even if the matter is transferred from the Designated Location. Notwithstanding the foregoing, OCC may do the following:

- A. Assign up to 10 per cent of Contractor's total assignments to a location other than the Designated Location; or
- B. With respect to all of Contractor's assignments, OCC may change Contractor's Designated Location upon 30 days written notice to Contractor.

**10. MULTIPLE CHILDREN**

Contractor shall represent up to 4 children in any assigned matter. In the event Contractor becomes counsel or *guardian ad litem* for more than 4 children in any assigned matter, Contractor shall be compensated at twice the rate provided for such service in Section III, Compensation, of the Contract.

**11. SPECIAL CONTINUING EDUCATION DUTIES**

Contractor shall provide the Contract Administrator with proof that Contractor attended at least three hours of continuing legal education in the area of juvenile law and/or procedure during the term of this Contract

### SECTION III COMPENSATION/CONSIDERATION

#### 1. COMPENSATION APPLIES TO ENTIRE CONTRACT

This section specifies and limits the amount of compensation that OCC shall pay Contractor for the services, promises, representations, covenants and warranties in this Contract.

- A. If contractor withdraws or is relieved from a case, contractor must have worked eight hours on the case in order to receive credit.
- B. If the contractor terminates the contract prior to its expiration, contractor shall be required to complete a pro rata share of cases calculated on a monthly basis or to return excess funds received. For example, if the contractor terminates the contract after six months, but has been assigned less than one-half of the total number of cases required for that contract year, contractor will be required to accept additional assignments to reach one-half of the annual number of cases or to repay to OCC an equivalent dollar amount.

#### 2. BASE COMPENSATION

OCC shall pay contractor \$22,000.00 in twelve monthly installments, per contract year, (the "Base Compensation"). In consideration for the Base Compensation, Contractor shall perform services, as assigned by OCC, in the total sum of at least \$22,000, per contract year, (Contractor's "Base Performance") during the term of the Contract. **This is an eleven (11) month contract, which expires June 30, 2004.**

#### 3. SCHEDULE OF SERVICES AND FEES

The parties shall calculate Contractor's Base Performance in accordance with the following Schedule of Services and Fees:

- A. GAL Assignments. For purposes of this section, if Contractor receives separate GAL Assignments for the same client in parallel delinquency and dependency matters Contractor shall be compensated as if the assignments were a single dependency GAL Assignment. Further, compensation for an initial Delinquency GAL Assignment shall cover all successive Delinquency GAL Assignments for the same client within 12 months of the initial GAL Assignment.  

GAL Assignment Other Than In A Dependency or Severance Action -	\$500.00
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- B. Dependency Assignments. For purposes of this section, a "Dependency Assignment" means that Contractor is assigned as attorney and/or GAL to represent a Client regarding an unadjudicated dependency. Contractor was "Previously Assigned" to a Case if Contractor represented the Child or Parent in a case that gave rise to or brought about the dependency issue. (For example, a dependency that arises in the course of representation, as GAL and/or attorney, in a delinquency or domestic relations matter.)  

Attorney or GAL Assignment To A Dependency -	
Not Previously Assigned To Case	1,000.00
Attorney or GAL Assignment To A Dependency -	
Previously Assigned To Case	500.00
- C. Post-Dependency Assignment To Parent. For purposes of this section a "Post-Dependency Assignment To Parent" means that Contractor is assigned as attorney or GAL to represent a parent against whom a court has entered a finding of dependency and Contractor has not previously represented the parent in the case.  

Attorney or GAL Post-Dependency Assignment To Parent	250.00
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- D. Post-Dependency Assignment To Child. For purposes of this section a "Post-Dependency Assignment To Child" means that Contractor is assigned as attorney and/or GAL to represent a child regarding whom a court has entered a finding of dependency as to all parents and Contractor has not previously represented any child in the case.  

Attorney or GAL Post-Dependency Assignment To Child	400.00
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- E. Severance Assignments. For purposes of this section, Contractor was "Previously Assigned" to a Case if Contractor represented the Child or Parent in a dependency filing that preceded the Severance Assignment.

1.	Attorney Assignment To Child For A Severance Action -	\$1,000.00
2.	Attorney Assignment To Parent For A Severance Action - Previously Assigned To Case	1,000.00
3.	Attorney Assignment To Parent For A Severance Action - Not Previously Assigned To Case	2,000.00
4.	Guardian Ad Litem ("GAL") Post-Dependency Assignment To Child In A Severance Action - Previously Assigned To Case	550.00
5.	GAL Assignment To Parent In A Post-Dependency Severance Action - Previously Assigned To Case	700.00
6.	GAL Assignment To A Parent or Child For A Severance Action - Not Previously Assigned To Case	1,000.00

- F. Appeals  
Appeals – per appeal 1,000.00

- G. Extraordinary circumstances.  
See Section III, paragraph 5.

#### 4. CERTIFICATION PAYMENT

- A. A "Certification Payment" is due only upon the occurrence of all the following events within one Fiscal Year:
1. Contractor represents a Client in an open case in which the Court has entered a finding of dependency;
  2. Contractor's representation has continued into a Fiscal Year subsequent to the Fiscal Year in which the Court entered the dependency finding;
  3. Contractor has appeared in person or telephonically before a Court, Foster Care Review Board, CPS Staffing Meeting with respect to the case; and
  4. Contractor has submitted an invoice to OCC, which includes a copy of a minute entry or other independent record that documents Contractor's appearance in the case.
- B. OCC shall pay Contractor a Certification Payment, each fiscal year, of \$250 per case in which Client is a parent, \$400 per case in which Client is a child.
- C. Contractor shall bill certified matters quarterly on the form prescribed by OCC. The bill must be supported by documentation of the billable hours performed during that quarter on each matter.
- D. The Certification Payment shall cover all of Contractor's services in the matter for that fiscal year unless the Court orders a redetermination of dependency ("Redetermination") in the matter. In the event of a Redetermination, Contractor shall be paid as if the matter was a new assignment, less any Certification Payment that was paid to Contractor in the matter for that fiscal year.

#### 5. EXTRAORDINARY CASES

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time, such as a supplemental filing regarding a new child in a certified case. The Contract Administrator may postpone a determination as to the extraordinary nature of the case or the amount of additional compensation until after the Contractor has completed the matter. Additional compensation must be negotiated between the Contract Administrator and the Contractor based on the facts of the individual case and Contractor's compensation under the entire contract, using criteria for reasonableness of compensation as provided in Section I, General Provisions, paragraph 19, of the Contract. If a dependency case has already been certified, and a contested hearing or visitation takes place, then payment will be made according to the following schedule:

A.	GAL/Atty Appointment for Guardianship for Parent(s)	\$700.00
B.	GAL/Atty Appointment for Guardianship for 1-4 Children	\$550.00
C.	GAL/Atty Appointment for Guardianship for 5+ Children	\$1100.00

**6. CLAIMS FOR PAYMENT**

- A. Contractor must submit an original Invoice in Support of Request for Warrant on the form prescribed by the County for payments other than the base rate under this contract. Invoices submitted more than six (6) months after the date of the appointment must be submitted to County Attorney's Office, Division of County Counsel as a claim against Maricopa County.
- B. If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of the General Provisions section of this Contract.

**7. TAXES AND BENEFITS**

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

**MARICOPA COUNTY CONTRACT FOR SERVICES**

**OFFICE OF CONTRACT COUNSEL**  
**411 N. Central Ave., Suite 900, Phoenix, AZ. 85003**

1. **Contract No.:** 03055-ROQ 2. **Contract Type:** fixed rate – fee schedule  
3. **Contract Amount:** \$22,000.00 (Per 11 month pd.) 4. **Purpose:** Juvenile Dependency/Severance  
(NOT TO EXCEED)  
5. **Budget Code:** 100-454-4548-810-03 6. **Contractor TIN/SSN:** \_\_\_\_\_  
7. **Start Date:** August 1, 2003 8. **Expiration Date:** June 30, 2004

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This Contract is entered into by and between \_\_\_\_\_, licensed attorney(s) or law firm in the State of Arizona, referred to hereinafter as Contractor, and Maricopa County, Office of Contract Counsel, referred to hereinafter as the Department. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I - General Provisions  
Section II - Work Statement  
Section III - Consideration

**This Contract contains all the terms and conditions agreed to by the parties.** No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, Department of Legal & Social Services or Contractor, in any State or Federal Court.

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Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon deposit in the mail, postage pre-paid, and addressed as provided below.

Notice to Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Notice to Maricopa County: Materials Management  
Address: 320 W. Lincoln, Phoenix, Arizona 85003 Phone: (602) 506-3967

=====

**IN WITNESS WHEREOF**, the parties enter into this Contract:

**CONTRACTOR**

**MARICOPA COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Chairman Date

BY: \_\_\_\_\_  
Signature

ATTEST: \_\_\_\_\_  
Clerk of the Board Date

\_\_\_\_\_  
Type Attorney's or Firm Name

\_\_\_\_\_  
Maricopa County Attorney Date



**TH GUERIN JR LAW OFFICE OF, 4250 N DRINKWATER BLVD, SCOTTSDALE, AZ 85251**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G739594072

Telephone Number: 480/425-2670

Fax Number: 480/429-5815

Contract Period: To cover the period ending **June 30, 2004.**

***Two (2) contracts.***

**LUCY M KEOUGH, 7000 N 16<sup>TH</sup> STE 120-301, PHOENIX, AZ 85020**

Terms: NET 30

Federal Tax ID Number: 52-7023168

Vendor Number: 527023168

Telephone Number: 602/997-7367

Fax Number: 602/997-7467

Contract Period: To cover the period ending **June 30, 2004.**

***One (1) contract.***

**LESLIE J KCLASS, 2942 N 24<sup>TH</sup> ST #101, PHOENIX, AZ 85012**

Terms:	NET 30
Federal Tax ID Number:	Private
Vendor Number:	G626223205
Telephone Number:	602/957-0027
Fax Number:	602/371-1600
Contract Period:T	To cover the period ending <b>June 30, 2004.</b>

***One (1) contract.***

**DIANE LEOS, 2620 N ROBIN CIRCLE, MESA, AZ 85213**

Terms:	NET 30
Federal Tax ID Number:	Private
Vendor Number:	G614679571
Telephone Number:	480/924-3898
Fax Number:	480/730-9738
Contract Period:	To cover the period ending <b>June 30, 2004.</b>

***Two (2) contracts.***

**CHRISTINE ETTIG MULLENEAUX PLLC, 25463 N 73<sup>RD</sup> AVENUE, PEORIA, AZ 85383**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G868918915

Telephone Number: 602/509-3685

Fax Number: 623/376-6107

Contract Period: To cover the period ending **June 30, 2004.**

***Two (2) contracts.***

**TIMOTHY V NELSON LLC, LAW OFFICE OF, 1630 S STAPLEY DRIVE STE #231, MESA, AZ 85204**

Terms: NET 30

Federal Tax ID Number: 01-0749959

Vendor Number: 010749959 A

Telephone Number: 480/242-9704

Fax Number: 480/755-8586

Contract Period: To cover the period ending **June 30, 2004.**

***Two (2) contracts.***

**MARGO A SHORR LAW OFFICE OF, PMB 432 13835 N TATUM STE #9, PHOENIX, AZ 85032**

Terms: NET 30

Federal Tax ID Number: 37-3588878

Vendor Number: 373588878

Telephone Number: 602/953-2627

Fax Number: 602/953-2637

Contract Period: To cover the period ending **June 30, 2004.**

***One (1) contract.***

**MICHAEL D STRAUBER, ATTORNEY AT LAW, 8711 E PINNACLE PEAK RD #246, SCOTTSDALE, AZ 85255**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G026376370

Telephone Number: 480/868-3396

Fax Number: 480/585-0417

Contract Period: To cover the period ending **June 30, 2004.**

***One (1) contract.***



**MICHAEL T WESTERVELT, ATTORNEY AT LAW, 850 N 6<sup>TH</sup> AVENUE, PHOENIX, AZ 85003**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G503132984

Telephone Number: 602/254-7277

Contract Period: To cover the period ending **June 30, 2004.**

***Two (2) contracts.***

**ANNE M WILLIAMS, ATTORNEY AT LAW, 1833 E BASELINE RD PMB 265, GILBERT, AZ 85233-1545**

Terms: NET 30

Federal Tax ID Number: 39-1523941

Vendor Number: 391523941 A

Telephone Number: 480/892-7177

Fax Number: 602/285-1224

Contract Period: To cover the period ending **June 30, 2004.**

***One (1) contract.***